



STATE OF MONTANA

INVITATION FOR BID (IFB)

(THIS IS NOT AN ORDER)

IFB Number:
0810044GU

IFB Title:
FENCING– Montana State Hospital, Warm Springs, MT

IFB Due Date and Time:
JUNE 27, 2008
2:00 p.m., Local Time

Number of Pages: 1 - 18

ISSUING AGENCY INFORMATION

Procurement Officer:
GWEN UNGERMAN

Issue Date:
June 20, 2008

Department of Public Health & Human Services
BFSD/PURCHASING OFFICE
111 N SANDERS
HELENA MT 59620

Phone: (406) 444-0546
Fax: (406) 444-7358
TTY Users, Dial 711

Website: <http://gsd.mt.gov/>

INSTRUCTIONS TO BIDDERS

**COMPLETE THE INFORMATION BELOW AND
RETURN THIS PAGE WITH YOUR BID AND
ANY REQUIRED DOCUMENTS TO THE
ADDRESS LISTED ABOVE UNDER "ISSUING
AGENCY INFORMATION."**

Mark Face of Envelope/Package:

IFB Number: 0810044GU
IFB Due Date: JUNE 27, 2008 2:00PM

Special Instructions:

BIDDERS MUST COMPLETE THE FOLLOWING

Payment Terms: Net 30 days

Delivery Date:

Bidder Name/Address:

Authorized Bidder Signatory:

(Please print name and sign in ink)

Bidder Phone Number:

Bidder FAX Number:

Bidder E-mail Address:

IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

TABLE OF CONTENTS

	<u>PAGE</u>
Standard Terms and Conditions	3
Section 1: General Requirements	6
1.0 Introduction	6
1.1 Instructions to Bidders	6
1.2 Bid Submission	6
1.3 Change or Withdrawal of Bids	7
1.4 Bid Awards	7
Section 2: Delivery Requirements	8
2.0 Delivery Requirements	9
Section 3: Special Terms and Conditions	9
3.0 Preference Not Applied	9
3.1 Purchasing Card	9
3.2 On-Site Requirements/Cleanup	9
3.3 Meetings	9
3.4 Compliance with Workers' Compensation Act	10
3.5 Insurance Requirements	10
3.6 Intellectual Property	10
3.7 Patent and Copyright Protection	11
3.8 Contractor Performance Assessments	11
3.9 Montana Prevailing Wage Requirements	11
3.10 Contract Termination	12
Section 4: Specifications and Pricing Schedule	12
4.0 Equivalent Products	12
4.1 Prices	12
4.2 All-or-None Award	12
4.3 Specifications and Pricing Schedule	12
IFB Checklist	18

Standard Terms and Conditions

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

AUTHORITY: The attached bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related

accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://gsd.mt.gov/procurement/preferences.asp>.

REFERENCE TO CONTRACT: The contract or purchase order number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Section 18-5-603, MCA.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

UNAVAILABILITY OF FUNDING: The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Section 18-4-313(4), MCA.)

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship, and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance, and/or use desired. Exceptions will be rejected.

SECTION 1: GENERAL REQUIREMENTS

1.0 INTRODUCTION

The STATE OF MONTANA, Department of Public Health & Human Services(hereinafter referred to as “the State”) is soliciting bids for Fencing – Montana State Hospital, Warm Springs. A more complete description of the supplies and/or services sought is provided in Section 4 of this IFB. Bids submitted in response to this solicitation must comply with the instructions and procedures contained herein.

1.1 INSTRUCTIONS TO BIDDERS

1.1.1 Procurement Officer Contact Information. Contact information for the procurement officer is as follows:

Procurement Officer: Gwen Ungerman
Address: 111 N Sanders
Helena MT 59601
Telephone Number: 406-444-0546
Fax Number: 406-444-7358
E-mail Address: gungerman@mt.gov

1.1.2 Examination of Solicitation Documents and Explanation to Bidders. Bidders are responsible for examining the solicitation documents and any addenda issued to become informed as to all conditions that might in any way affect the cost or performance of any work. Failure to do so will be at the sole risk of the bidder. Should the bidder find discrepancies in or omissions from the solicitation documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the solicitation documents, the bidder shall promptly notify the Procurement Officer in writing. The bidder making such request will be solely responsible for its timely receipt by the Procurement Officer. Replies to such notices may be made in the form of an addendum to the solicitation.

1.1.3 Interpretation or Representations. The State of Montana assumes no responsibility for any interpretation or representations made by any of its officers or agents unless interpretations or representations are incorporated into a formal written addendum to the solicitation.

1.1.4 Acknowledgment of Addendum. If the IFB is amended, then all terms and conditions which are not modified remain unchanged. It is the bidder's responsibility to keep informed of any changes to the solicitation. **Bidders must sign and return with their bid an Acknowledgment of Addendum for any addendum issued.** Bids that fail to include an Acknowledgment of Addendum may be considered nonresponsive.

1.1.5 Extension of Prices. In the case of error in the extension of prices in the bid, the unit price will govern. In a lot bid, the lot price will govern.

1.1.6 Bid Preparation Costs. The costs for developing and delivering responses to this IFB are entirely the responsibility of the bidder. The State is not liable for any expense incurred by the bidder in the preparation and presentation of their bid or any other costs incurred by the bidder prior to execution of a purchase order or contract.

1.2 BID SUBMISSION

1.2.1 Bids Must Be Sealed and Labeled. Bids must be sealed and labeled on the outside of the package to clearly indicate that they are in response to IFB 0810043GU. ***Bids must be received at the receptionist's desk of the State Procurement Bureau prior to 2 p.m., local time, JUNE 27, 2008.*** All prices and notations must be printed in ink or typewritten. Errors should be crossed out, corrections entered, and initialed by the person signing the bid.

1.2.2 Late Bids. *Regardless of cause, late bids will not be accepted and will automatically be disqualified from further consideration.* It shall be the bidder's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late bids will not be opened and may be returned to the bidder at the expense of the bidder or destroyed if requested.

1.2.3 Bidder's Signature. The solicitation must be signed in ink by an individual authorized to legally bind the business submitting the bid. The bidder's signature on a bid in response to this IFB guarantees that the offer has been established without collusion and without effort to preclude the State of Montana from obtaining the best possible supply or service.

1.2.4 Alternate Bids. Vendors may submit alternate bids (a bid on supplies other than specified). Alternate bids are considered only if the vendor is the lowest responsible vendor on their primary bid. Bids must be clearly identified as "Primary" and "Alternate."

1.3 CHANGE OR WITHDRAWAL OF BIDS

1.3.1 Change or Withdrawal PRIOR to Bid Opening. Should any bidder desire to change or withdraw a bid prior to the scheduled opening, the bidder may do so by making such request in writing to the Procurement Officer listed in Section 1.2.1 above. This communication must be received prior to the date and hour of the bid opening by a request in writing or facsimile to the procurement officer (e-mail notices containing prices are not allowed and will be disqualified).

1.3.2 Change AFTER Bid Opening But Prior to Bid Award. After bids are opened, they may not be changed except to correct patently obvious mistakes and minor variations as allowed by ARM 2.5.505. The bidder shall submit verification of the correct bid to the State prior to the final award by the State.

1.4 BID AWARDS

1.4.1 Basis for Award. Bid award, if made, will be to the responsive and responsible bidder who offers the lowest cost to the State in accordance with the specifications set forth in the invitation for bid.

1.4.2 Rejection of Bids. While the State has every intention to award a contract as a result of this IFB, issuance of the IFB in no way constitutes a commitment by the State of Montana to award and execute a contract. Upon a determination such actions would be in its best interest, the State, in its sole discretion, reserves the right to:

- Cancel or terminate this IFB (18-4-307, MCA);
- Waive any undesirable, inconsequential, or inconsistent provisions of this IFB which would not have significant impact on any bid (ARM 2.5.505); or
- If awarded, terminate any contract if the State determines adequate state funds are not available (18-4-313, MCA).

SECTION 2: DELIVERY REQUIREMENTS

2.0 DELIVERY REQUIREMENTS

2.0.1 Delivery Date. The DELIVERY DATE space on the cover sheet must be completed to indicate day, month, and year, or a specific number of days after receipt of order (ARO). Failure to comply with the requirements may invalidate a bidder's quotation for any or all items.

2.0.2 Guaranteed Delivery. Due to the immediate need of the user agency, delivery must be guaranteed to be completed on or before 60 days from award date of IFB.

2.0.3 Shipping. Weekends and holidays excepted, deliveries shall be **F.O.B. DESTINATION**, to the location shown below. The term "F.O.B. destination, within the State's premises," as used in this clause, means free of expense to the State and delivered to the location specified. The Contractor shall:

- Pack and mark the shipment to comply with specifications; or if the specifications do not contain specific packing or marking instructions, pack and mark the shipment in accordance with prevailing commercial practices and in such a manner as to ensure delivery in good condition and as required by this IFB;
- Prepare and distribute commercial bills of lading and Material Safety Data Sheets (MSDS) as appropriate;
- Deliver the shipment in good order and condition to the point of delivery specified in the IFB;
- Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the State at the delivery point specified in the IFB;
- Furnish a delivery schedule and designate the mode of delivering carrier; and
- Pay and bear all charges to the specified points of delivery.

2.0.4 Delivery Locations.

**DPHHS
Montana State Hospital
State Hospital
Warm Springs MT 59756**

SECTION 3: SPECIAL TERMS AND CONDITIONS

3.0 PREFERENCE NOT APPLIED

Reciprocal preference will not be applied to this purchase because federal funds are involved (ARM 2.5.408).

3.1 PURCHASING CARD

The State of Montana has a Purchasing Card Program in place that gives agencies the ability to charge purchases made from these contracts. The State of Montana prefers this method of payment.

3.2 ON-SITE REQUIREMENTS/CLEANUP

Each potential contractor should visit the job site to verify measurements and to become fully aware of the conditions relating to the project and the labor requirements. Failure to do so will not relieve the successful contractor of their obligation to furnish all materials and labor necessary to carry out the provisions of the contract.

The Contractor shall adequately protect the work, adjacent property, and the public in all phases of the work. The Contractor shall be responsible for all damages or injury due to their action or neglect.

The Contractor shall maintain access to all phases of the project pending inspection by the State or its representative.

All work rejected as unsatisfactory shall be corrected prior to final inspection and acceptance.

The Contractor shall respond within seven calendar days after notice of observed defects has been given and shall proceed to immediately remedy these defects. Should the Contractor fail to respond to the notice or not remedy the defects, the State may have the work corrected at the Contractor's expense.

In terms of cleanup, the Contractor shall:

- (a) Keep the premises free from debris and accumulation of waste;
- (b) Clean up any spills;
- (c) Remove all construction smears and stains from finished surfaces;
- (d) Remove all construction equipment, tools, and excess materials before final payment by the State.

3.3 MEETINGS

The Contractor is required to meet with the State's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract or to discuss the progress made by Contractor and the State in the performance of their respective obligations, at no additional cost to the State. Meetings will occur as problems arise and will be coordinated by the State. The Contractor will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

3.4 COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with the sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status. Neither the Contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent to the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135, upon expiration.

3.5 INSURANCE REQUIREMENTS

3.5.1 General Requirements. The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

3.5.2 Primary Insurance. The Contractor's insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

3.5.3 Specific Requirements for Commercial General Liability. The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of 1 million per occurrence and 2 million aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or subcontractors.

3.5.8 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, and volunteers; or (2) at the expense of the Contractor, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

3.5.9 Certificate of Insurance/Endorsements. Insurance must be placed with an insurer with a Best's rating of no less than A-. The certificate must also include the State's solicitation number. This insurance must be maintained for the duration of the contract. The State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135, must receive all required certificates and endorsements within 10 days from the date of the Request for Documents notice before a contract or purchase order will be issued. Work may not commence until a contract or purchase order is in place. The Contractor must notify the State immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

3.6 INTELLECTUAL PROPERTY

All patents and other legal rights in or to inventions created in whole or in part under the contract must be available to the State for royalty-free and nonexclusive licensing. Both parties shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use and authorize others to use, copyrightable property created under the contract.

3.7 PATENT AND COPYRIGHT PROTECTION

3.7.1 Third Party Claim. In the event of any claim by any third party against the State that the products furnished under this contract infringe upon or violate any patent or copyright, the State shall promptly notify the Contractor. The Contractor shall defend such claim, in the State's name or its own name, as appropriate, but at the Contractor's expense. The Contractor will indemnify the State against all costs, damages, and attorney's fees that accrue as a result of such claim. If the State reasonably concludes that its interests are not being properly protected, or if principles of governmental or public law are involved, it may enter any action.

3.7.2 Product Subject of Claim. If any product furnished is likely to or does become the subject of a claim of infringement of a patent or copyright, then the Contractor may, at its option, procure for the State the right to continue using the alleged infringing product, or modify the product so that it becomes noninfringing. If none of the above options can be accomplished, or if the use of such product by the State shall be prevented by injunction, the State will determine if the contract has been breached.

3.8 CONTRACTOR PERFORMANCE ASSESSMENTS

The State may conduct assessments of the Contractor's performance. This contract may be terminated for one or more poor performance assessments. The Contractor will have the opportunity to respond to poor performance assessments. The State will make any final decision to terminate this contract based on the assessment and any related information, the Contractor's response, and the severity of any negative performance assessment. The Contractor will be notified with a justification of contract termination. Performance assessments may be considered in future solicitations.

3.9 MONTANA PREVAILING WAGE REQUIREMENTS

Unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of \$25,000 for construction or nonconstruction services in accordance with Title 18, Chapter 2, Part 4, MCA, and all administrative rules adopted pursuant thereto. Unless superseded by federal law, each contractor shall ensure that at least 50% of the Contractor's workers performing labor on a construction project are bona fide Montana residents. The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with sections 18-2-403 and 18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

In addition, unless superseded by federal law, all employees working on a public works contract shall be paid prevailing wage rates in accordance with Title 18, Chapter 2, Part 4, MCA, and all administrative rules adopted pursuant thereto. Montana law requires that all public works contracts, as defined in section 18-2-401, MCA, in which the total cost of the contract is in excess of \$25,000, contain a provision stating for each job classification the standard prevailing wage rate, including fringe benefits, travel, per diem, and zone pay that the contractors, subcontractors, and employers shall pay during the public works contract.

Furthermore, section 18-2-406, MCA, requires that all contractors, subcontractors, and employers who are performing work or providing services under a public works contract post in a prominent and accessible site on the project staging area or work area, no later than the first day of work and continuing for the entire duration of the contract, a legible statement of all wages and fringe benefits to be paid to the employees in compliance with section 18-2-423, MCA. Section 18-2-423, MCA, requires that employees receiving an hourly wage must be paid on a weekly basis.

Each contractor, subcontractor, and employer must maintain payroll records in a manner readily capable of being certified for submission under section 18-2-423, MCA, for not less than three years after the contractor's, subcontractor's, or employer's completion of work on the public works contract.

3.10 CONTRACT TERMINATION

3.13.1 Termination for Cause. The State may, by written notice to the Contractor, terminate this contract in whole or in part at any time the Contractor fails to perform this contract.

3.13.2 Reduction of Funding. The State, at its sole discretion, may terminate or reduce the scope of this contract if available funding is reduced for any reason (18-4-313, MCA).

SECTION 4: SPECIFICATIONS AND PRICING SCHEDULE

4.0 EQUIVALENT PRODUCTS

Requirements designated in this bid must be satisfied, or a functional equivalent bid submitted, which is acceptable to the State. Bidders who do not meet this criterion may be disqualified from further consideration. A bidder must state if they are unable or unwilling to meet any requirement. Inability or unwillingness to meet any requirement, in part or total, may be cause for disqualification of the entire response. Any exceptions taken by the bidder must be clearly identified on the bid forms.

4.1 PRICES

4.1.1 Taxes, Shipping, and Invoicing. The prices herein specified, unless otherwise expressly stated, shall exclude all taxes and duties of any kind which either party is required to pay with respect to the sale of products covered by this IFB, but shall include all charges and expenses in connection with the packing of the products and their carriage to the place of delivery to the State unless specifically excluded. Bid prices shall include any and all transportation costs. The Contractor shall be paid, except as otherwise stated in this IFB, upon submission of a proper invoice, the prices stipulated herein for products, and/or services delivered to and accepted at the specified State location(s).

4.1.2 Fixed Price Contract. All prices are fixed for the duration of the contract and are not subject to escalation for any cause. Payment of the total fixed bid price shall constitute full payment for performance of the work and covers all costs of whatever nature incurred by the Contractor in accomplishing the work in accordance with the provisions of the contract.

4.2 ALL-OR-NONE AWARD

Awards will be made on an **all-or-none** basis. Failure of a bidder to provide prices for all line items listed on the Schedule may be cause for rejection of the entire bid. However, a bidder may enter "No Cost" in the unit price and extended amount columns to indicate that the item is being offered at "No Cost."

4.3 SPECIFICATIONS AND PRICING SCHEDULE

This specification covers fencing materials for a complete galvanized coated welded wire mesh fence system and gates, including accessories and installation

WELDED WIRE MESH FENCE SYSTEM

SINGLE FABRIC ½" x 3" x 10.5 GAUGE, STANDARD PANEL WIDTHS 7' 3" FOR STANDARD 7' ON CENTERS

TYPICALLY FOR A HIGH SECURITY APPLICATION

REFERENCE ASTM DOCUMENTS:

A. A 307 - Specification for Carbon Steel Bolts and Studs, 60,000 PSI Tensile (414 MPa.).

- B. A 853 - Standard Specification for Steel Wire, Carbon, For General Use
- C. C 94 - Ready-Mix Concrete.
- D. F 567 - Standard Practice for Installation of Chain Link Fence.
- E. F 626 - Specification for Fence Fittings
- F. F 900 - Specification For Industrial And Commercial Swing Gates.
- G. F 1043 - Specification For Strength And Protective Coatings On Metal Industrial Chain Link Fence Framework.
- H. F1916 - Standard Specifications for Selecting Chain Link Barrier Systems with Coated Chain Link Fence Fabric and Round Posts for Detention Applications. (For grounding, reference only)

Material

- A. Strength requirements for posts shall conform to ASTM F 1043. The product of the yield strength and section modulus shall not be less than that for pipe conforming to ASTM F 1083.
- B. Products shall be new from recognized, reputable manufacturers. The manufacturers shall have a minimum of 2 years experience. Used, re-rolled or re-galvanized material is not acceptable.
- C. Welded Wire Fabric shall be fabricated from low carbon steel wire and electronically control welded, forming a specified mesh size.
 - 1. Manufacturer:
 - (a.) Riverdale Mills Corp., Northbridge, MA., Tel: 1-800-762-6374
 - D. The wire shall conform to ASTM A 853 Grade AISI 1006, having a minimum tensile strength of 70,000 PSI (485 MPa.) After welding the fabric is hot-dipped, galvanized with a minimum 1.2 oz zinc/ft².

Note: Welded mesh is measured wire center to wire center, whereas, chain link mesh openings are measured inside to inside of the diagonal wires with 1/8" (3 mm) tolerance. I.e. Welded mesh wires located 2¼ inches oc (57 mm) and compared to 2 inch (51 mm) chain link have the same mesh openings.

- E. Fabric Heights:
 - 1. Perimeter Fences typically 8-16 feet or as required single panel construction ½" x 3" X 10.5 gauge. (12.7 mm x 76 mm x 3.25 mm) panel size 7'-3" wide x required height (2.21m).
 - 2. If required, buried fabric separate piece ½" x 3" x 10.5 gage (12.7 mm x 76mm x 3.25mm) panel size 7' - 3" x 2' high (2.21m x 0.61m)
- F. Framework: Framework strength and coating shall be in accordance with ASTM F 1043.

- 1. Grade A Pipe, hot-dipped galvanized Schedule 40 pipe conforming to
IFB# 0810044GU , Title Fencing – Montana State Hospital, Warm Springs, MT , Page 13

ASTM F 1043 Group 1A.

2. Grade B Pipe, Manufactured by cold rolling and radial frequency welding, the steel shall conform to ASTM F 1043 Group IC with a minimum yield strength of 50,000 PSI. (344.0 MPa.). Exterior and Interior coatings shall be in accordance with ASTM F 1043.
3. "C" post, manufactured by cold forming shall conform to ASTM F 1043 Group II with minimum yield strength of 60, 000 PSI. (413.7MPa) "C" post size 3¼ "x 2½" x .130 wall. (83 mm x 64 mm x 3.3 mm)
4. Wind loads: Post shall withstand 70 M.P.H. minimum wind load.
5. Manufacturers:
 - a. Gregory Galvanizing, Canton, OH. Tel: 330-477-4800
6. Post Sizes, determined in accordance with previous approved practices Line, terminal and gate post shall not be less than 95% of the nominal weight conforming to (ASTM F 1043 Group 1A, 1C. and 11.)
 - a. "C" Post 3¼" x 2½x 0.160 wall are acceptable
"C" line post with flat attaching bars used to secure welded mesh to post. "C" post brackets spaced 15" o.c. also acceptable for attaching welded mesh to "C" line post. 4" diameter tubular post shall be used as terminal post, exceptions may apply to gate post. (See Section 3.1-K)

1. Rail Size:

- a. 1-5/8" diameter rails located at the top and bottom of the fence.
 - b. "C" rails 1.625 x 1.25 x 0.80" wall are acceptable for top and bottom rail locations.
 - c. Secure welded mesh to rails with 9 gauge tie wires (Section 2.1G 5,6, and 7)

G. Fittings and Accessories

1. Post Tops: Pressed steel or malleable iron, designed as a weather tight enclosure for tubular post. Weather tight enclosures not required for "C" post.

Provide one cap for each exposed tubular post end, unless equal protection is afforded by combining post top and barbed wire supporting arm if used. Post caps not required for "C" post.

2. Preformed Power Twisted Ties: Fabric attachment to rails, 9 gauge ties for fabric sizes 10.5 gauge and larger. Ties shall be aluminized with a minimum coating of 0.40 oz. aluminum/ft² or galvanized.
3. Tie Spacing for top rails are at intervals not exceeding 24", (bottom rail tie spacing intervals not to exceed 12".
4. Line Post and Terminal Post Brackets: Spacing for line and terminal posts are at intervals not exceeding 15" See drawing for bracket locations.

INSTALLATION

A. Installation of the Framework Components shall be in accordance with ASTM F 567 when applicable and as specified herein. Larger corner posts not required for welded mesh installations.

B. Installation of Welded Wire Fabric components: follow the manufacturer's recommendations.

1. Tolerance: Top to bottom of panel one inch post to panel misalignment tolerance. This tolerance covers those areas where minor grade change can be accommodated, panels are out of square, occasional workmen's oversight and post out of plumb

C. Site Preparation: Prior to the installation, all necessary grading and cleaning on both sides of fence shall be performed by the General Contractor or others responsible for site grading.

1. Grading shall be done in such a manner as to provide a straight flat and level surface, Soil or stone fill shall be thoroughly compacted

2. All excavation shall be coordinated with respect to electrical and mechanical component installations. All existing utilities shall be located prior to starting excavation.

3 Erect the fencing in straight lines between angle points. Erect framework in accordance with ASTM F 567 and as approved by shop drawings. All fencing shall be grounded as shown on the drawing and as specified herein. (3.1 M).

Note: Grounding in section (3.1 M) shall be completed by electrical contractor.

D. Minimum Post Hole Diameters for 2.375" (60 mm) are 10.0" (254 mm), 2.875" (73 mm) are 12.0" (305 mm), 4.0" (102 mm) are 16" (406 mm), 6.625" (168 mm) are 24.0" (610 mm), and 8.625" (219 mm) are 32.0" (813 mm) (Table 1 for Post Hole Depth.).

Post Hole Depth Table 1:

Exposed Height Of Fabric	Line Post	Corner/End Pull Post	Setting Depth
6 ft.	2.375	2.375	30
1.8 m	60 mm	60 mm	762 mm
7 ft.	2.375	2.375	33
2.1 m	60 mm	60 mm	838 mm
8 ft.	2.375	2.375	36
2.4 m	60 mm	60 mm	914 mm
9 ft.	2.875	2.875	39
2.7 m	73 mm	73 mm	990 mm
10 ft.	2.875	2.875	42
3 m	73 mm	73 mm	1066 mm
11 ft.	2.875	2.875	45
3.4 m	73 mm	73 mm	1143 mm
12 ft.	2.875	2.875	48
3.7 m	73 mm	73 mm	1219 mm
13 ft.	2.875	2.875	51
4 m	73 mm	73 mm	1295 mm
14 ft.	4.0	4.0	54
4.3 m	102 mm	102 mm	1372 mm

15 ft. 4.6 m	4.0 102 mm	4.0 102 mm	57 1447 mm
16 ft. 4.9 m	4.0 102 mm	4.0 102 mm	60 1524 mm

Note: Posts depths shall be a minimum of 24", (610 mm) plus 3" (76 mm) for each 1 - Ft. (.305 m) increase in the fence height over 4 ft. (1.2 m) (ASTM A 567)

E. Post Holes in Solid Rock or Concrete: Drill holes into solid rock or concrete 1/2" (13 mm) wider than pipe diameter, and 18" (457 mm) deep for end, corner and gate posts and 12" (305 mm) deep for line post.

Half-fill the void with non-shrinkable grout and force the post to the bottom of the hole, leaving no voids. Crown the grout to shed water. The use of sleeves in new concrete is recommended.

F. Concrete Mix: Shall be in accordance with ASTM C 94 with maximum 3/4" (19 mm) aggregate, and having a minimum compression strength of 3000 PSI (20.69 MPa.) at 28 days. Concrete shall be thoroughly worked into the post holes leaving no voids.

G. Allow concrete to cure a minimum of (7 days) before installing fence fabric or fittings. The top surface of the post footing shall have a crown water shed finish.

H. Post Spacing: Space post equal distance in the fence line to a maximum of 81' on center (2.4 m). No terminal posts larger than line post required, except for gate post; welded mesh requires no stretching.

I Ground Cover: After the filter fabric is installed cover zone between fences with a 5" (127 mm) depth of crushed stone, 1" (25.4 mm) - 1½" (38 mm) #2 aggregate. The filter fabric and stone should extend 6" (152 mm) beyond the exterior fence and up to the interior fence.

J. Rails: Install rails as called for on the drawings and in these Specifications. All rails shall be installed on the side of the fence which is being protected to provide the least access for climbing. No corner bracing required for welded wire fabric installations

1. Top rails, with the use of 7" (178 mm) sleeve, shall run continuously through the top caps or extension arms. Bottom rails shall be connected to the line and terminal post using boulevards or bands and rail ends. Attachment bolts for bands shall be 5/16" (7.9 mm) x 1 ½" (38 mm) carriage bolts with nuts.

2. Boulevard bolts shall be 3/8" (10 mm) minimum in diameter. Bottom rails locations shall correspond with this specification and drawings.

3. Two way brace bands and rail ends may be used in place of boulevards.

K. Welded Wire Fabric General: Welded wire panels are fabricated to correspond with the widths and heights specified. Welded mesh panels are attached with a combination of brackets and tie wire in accordance with the drawing. Option (1) Continuous flat bar drilled 12" (305 m) o.c. running top to bottom of exposed fabric. Option 2 Preformed 1" (25.4 mm) x 10 gage (3.4 mm) thick two piece brackets, zinc coated are secured to the line post with 5/16" (7.9 mm) carriage bolts. Terminal post connections are comprised of tension bands. Band spacing not exceed 15" (381 mm) for terminal post. See corner connection detail for securing tension bands. Continuous punched "C" post and flat bar method preferred over round post.

M. Grounding to the Earth: Grounding and bonding of the perimeter systems shall be in accordance with the N.E.C. (National Electric Code), N.E.S.C. (National Electric Safety Code) ASTM F 1916 and as specified herein.

1. Fences crossing power lines of 600 volts or more shall be grounded at or near the point of crossing and at distances not exceeding 150 feet (46 m) on each side of crossing.

Where electronic detection is an integral part of the fence, grounding electrodes shall be installed at 200'. (61 m) intervals along the fence line (For additional information consult with the electronic system manufacturer.)

2. The grounding electrodes shall be a minimum 3/4"(19 mm) diameter x 10' (3 m) long copper clad rod, driven into the earth until the top is 12 in (305 mm) below grade. Attach a No. 2 AWG bare stranded copper conductor by exothermically welding to the ground rods and extend underground in the immediate vicinity of the fence post.

Secure the grounding conductor to the post with 5/16" (7.9 mm) self-tapping galvanized or stainless steel bolts and approved copper compression terminal ends or clamps.

3. After grounding connections have been completed, perform a ground resistance test in the presence of the Owner's Representative. The ground resistance shall not exceed 25 OHMS under normal dry conditions.

Where resistance requirements cannot be attained, install additional rods no closer than 6'. (1.8 m) on center. Install no more than two additional rods at each location.

Section 5.3 Price Sheets

The following price sheet, including approximate days needed to complete the project, must be included with the IFB response. This sheet will be used as evaluation criteria and may be viewed separately from the IFB Response.

Vendor Name: _____ City: _____

Price of fence to complete job \$_____.

Installation Charge for fencing \$_____. _____

Can you meet the 60 day installation deadline? Yes / No

If No, What date? _____

Total bid price to complete job \$_____.

IFB Checklist

Have you remembered to:

- Check our website for the latest addendum to the IFB
- Sign each "Acknowledgment of Addendum" if required
- Sign your bid on our cover sheet
- Mark your mailing envelope or box with the IFB number and the opening date under your return address
- Carefully review the "Standard Terms and Conditions"
- Carefully review all listed requirements to ensure compliance with the IFB
- Initial all bid/pricing changes you made
- Bid F.O.B. Destination (Ship To: Address) Freight Prepaid